

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: June 3, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: RESOLUTION APPOINTING MAP REVIEW OFFICERS

SUMMARY: Manager Noble will request approval for a resolution officially appointing the following persons as map review officers for Hyde County:

Kris Noble, County Manager
Justin Gibbs, Emergency Management Director
Jane Hodges, Inspections Permit Officer

RECOMMEND: APPROVE APPOINTMENTS

MOTION MADE BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

Board of Commissioners

Earl Pugh, Jr., Chair
Tom Pahl, Vice-Chair
Benjamin Simmons, III
Shannon Swindell
James Topping

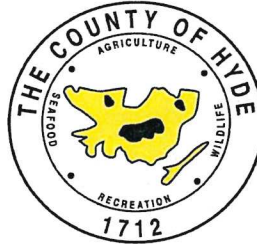
COUNTY OF HYDE

30 Oyster Creek Road
PO Box 188
SWAN QUARTER, NORTH CAROLINA 27885
252-926-4400
252-926-3701 Fax

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



RESOLUTION APPOINTING REVIEW OFFICERS

June 3, 2019

WHEREAS, pursuant to N.C. General Statute 47-30.2 Review Officer: The board of commissioners of each county shall by resolution, designate by name one or more persons experienced in mapping or land records management as a Review Officer to review each map and plat required to be submitted for review before the map or plat is presented to the register of deeds for recording;

WHEREAS, each person designated a Review Officer shall, if reasonably feasible, be certified as a property mapper pursuant to G.S. 147-54.4;

WHEREAS, a resolution designating a Review Officer shall be recorded in the county registry and indexed on the grantor index in the name of the Review Officer;

NOW, THEREFORE, BE IT RESOLVED, that the Hyde County Board of Commissioners appoint County Manager, Kris Cahoon Noble; Emergency Manager, Justin Gibbs; and Inspections Permit Officer Jane Hodges as Review Officers for Hyde County.

Adopted this the 3rd day of June, 2019.

Earl Pugh, Jr., Chairman
Hyde County Board of Commissioners

Lois Stotesberry, Clerk to the Board
Hyde County Board of Commissioners

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 3, 2019
Presenter: Jane Hodges
Attachment: Yes

ITEM TITLE: Amendment to the By-Laws of the Hyde County Airport

SUMMARY: I am asking for a reduction in board members from 7 to 5 because of the difficulty of obtaining a quorum. I have attached the current By-Laws and a revised copy with the reduction in board members. I have also attached a copy of those presently on the board and a revised copy with the revised list of members.

I would like for the Board of Commissioners to re-appoint Wilson Daughtry, Jo Ann Spencer and Art Keeney to another 3 year term.

RECOMMEND: PLEASE APPROVE

Hyde County Airport Agenda

May 20, 2019

Hyde County Airport

1:00 PM in the Airport Terminal Building

1. Opening Prayer
2. Approval of the minutes from February 18, 2019.
3. Old Business
 - A. Fuel Sales
 - B. Minimum Standards
 - C. Ditch Banks
 - D. Fuel Master
 - E. Budget
4. Talbert and Bright –update
5. New Business
 - A. By-Laws Change
6. Adjourn

Presently

Airport Advisory Committee

Scheduled Meetings----4th Monday every month

Member	Appointed	Term	Expires
Wilson Daughtry P. O. Box 383 Engelhard, N.C. 27824 Work---252-925-9731 Cell---252-542-0459 Fax---252-925-8391 argrowers@gmail.com	February 4, 2018	3 year	February 2, 2019
Greg Gibbs P. O. Box 39 Engelhard, N.C. 27824 Home---252-925-4100 Work---252-925-4511 Cell---252-473-9110	February 4, 2018	3 year	February 2, 2020
Art Keeney P. O. Box 157 Engelhard, N.C. 27824 Home---252-925-1084	February 4, 2018	3 year	February 2, 2019
Earl Pugh Jr. 32 Nebraska Road Engelhard, N.C. 27824 Home---252-925-4581 middlecreekfarms@embarqmail.com	February 4, 2018	3 year	February 2, 2022
Sharon Spencer 9790 North Lake Road Fairfield, N. C. 27826 Home---252-925-6871 Cell---252-542-0620 sharonps21@earthlink.net	February 4, 2018	3 year	February 2, 2022
Jo Ann Spencer P. O. Box 159 Engelhard, N.C. 27824	February 4, 2018	3 year	February 2, 2019

Tim Whitfield February 4, 2018 3 year February 2, 2021
8369 NC 94
Fairfield, N. C. 27826
Home---252-926-6666
Work---252-926-8801
agflying25@hotmail.com

Talbert and Bright-----Engineering and Planning Consultants
Stephen Bright
4810 Shelly Drive
Wilmington, N.C. 28405
Office---910-763-2149
Fax---910-762-6281
sbright@tbiilm.com

Jane Hodges-----Airport Manager
1446 Turnpike Road
Swan Quarter, N.C. 27885
Work---252-926-4372
Airport---252-925-1097
Airport Fax---252-925-1105
Cell-252-943-4113
jhodges@hydecourtynvnc.gov

New

Airport Advisory Committee

Scheduled Meetings----4th Monday every month

Member	Appointed	Term	Expires
Wilson Daughtry P. O. Box 383 Engelhard, N.C. 27824 Work---252-925-9731 Cell---252-542-0459 Fax---252-925-8391 argrowers@gmail.com	February 4, 2018	3 year	February 2, 2019
Greg Gibbs P. O. Box 39 Engelhard, N.C. 27824 Home---252-925-4100 Work---252-925-4511 Cell---252-473-9110	February 4, 2018	3 year	February 2, 2020
Art Keeney P. O. Box 157 Engelhard, N.C. 27824 Home---252-925-1084	February 4, 2018	3 year	February 2, 2019
Earl Pugh Jr. 32 Nebraska Road Engelhard, N.C. 27824 Home---252-925-4581 middlecreekfarms@embarqmail.com	February 4, 2018	3 year	February 2, 2022
Jo Ann Spencer P. O. Box 159 Engelhard, N.C. 27824	February 4, 2018	3 year	February 2, 2019
Talbert and Bright-----Engineering and Planning Consultants Stephen Bright 4810 Shelly Drive Wilmington, N.C. 28405 Office---910-763-2149 Fax---910-762-6281 sbright@tbiilm.com			

Jane Hodges-----Airport Manager

1446 Turnpike Road

Swan Quarter, N.C. 27885

Work---252-926-4372

Airport---252-925-1097

Airport Fax---252-925-1105

Cell-252-943-4113

jhodges@hydecountync.gov

BY LAWS-JANUARY 24, 2005

Amended November 4, 2013

HYDE COUNTY AIRPORT ADVISORY COMMITTEE

Section I: Creation

The Hyde County Airport Advisory Committee is hereby created pursuant to the provisions of Article 6, Chapter 63, of the General Statutes of North Carolina.

Section II: Composition, Appointment and Terms of Members

The Airport Committee shall consist of seven (7) members appointed by the Hyde county Board of Commissioners plus the Ex Officio Member, the County Manager. The Ex Officio member does not vote.

Appointments shall be for three years.

Every effort will be made for appointments to be considered by the Board of County Commissioners thirty (30) days prior to the expiration of the members' term that is to be filled. An appointment to fill an unexpired term is to be made within thirty (30) days after the vacancy occurs and is to be under the same conditions and only for the unexpired term of the member being replaced.

Section III: Officers, Meetings and Quorum

The Airport Advisory Committee shall elect from its members a Chairman, Vice-Chairman and such officers, as it may deem necessary for the orderly conduct of its business. It shall hold meetings monthly at such time and place as it may from time to time designate and at other times on call by the Chairman or by four members of the Committee provided the proper notice is given. All meetings shall be in accordance with the open meetings law.

Four members of the Committee shall constitute a quorum and action by a majority of the members present at any meeting shall be sufficient.

Section IV: Compensation of Members

The members of the Airport Advisory Committee shall serve as such without compensation; however, from time to time they shall be reimbursed for such expenses as they may incur in connection with their duties as shall be determined appropriate by the County Manager.

Section V: Power and Duties of the Airport Advisory Committee

The Airport Advisory Committee shall serve as an advisory body to the Hyde County Board of Commissioners in connection with the construction, improvement or enlargement of the airport, restricted landing areas or air navigation facilities. In the event that by proper resolution it should be determined by the Hyde County Board of Commissioners that airports, restricted landing areas or air navigation facilities should be constructed, then and in such event, it shall be the duty of the Hyde County Manager to supervise and oversee such construction, and report the progress thereof to the Hyde County Board of Commissioners. In addition to the other duties hereby imposed on the Hyde County Airport Advisory Committee shall be charged with the responsibility of studying the present and future requirements of air transportation in Hyde County and shall submit proposed plans and recommendations to the Board of Commissioners.

Section VI: Budget, Appropriations and Fiscal Responsibility

On or before the first day of April of each and every calendar year subsequent to the enactment of this ordinance, the Hyde County Airport Advisory Committee shall prepare and file with the Hyde County Board of Commissioners, a budget covering its proposed expenditures for the requisitions, maintenance, equipment and operation of the facilities in its charge for the next ensuing fiscal year. The fiscal year of the committee created shall coincide with the fiscal year of Hyde

BY LAWS-JANUARY 24, 2005

Amended November 4, 2013

Amended June 3, 2019

HYDE COUNTY AIRPORT ADVISORY COMMITTEE

Section I: Creation

The Hyde County Airport Advisory Committee is hereby created pursuant to the provisions of Article 6, Chapter 63, of the General Statutes of North Carolina.

Section II: Composition, Appointment and Terms of Members

The Airport Committee shall consist of five (5) members appointed by the Hyde county Board of Commissioners plus the Ex Officio Member, the County Manager. The Ex Officio member does not vote.

Appointments shall be for three years.

Every effort will be made for appointments to be considered by the Board of County Commissioners thirty (30) days prior to the expiration of the members' term that is to be filled. An appointment to fill an unexpired term is to be made within thirty (30) days after the vacancy occurs and is to be under the same conditions and only for the unexpired term of the member being replaced.

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County. Appropriations of funds to serve the requirements of the committee hereby created shall hereafter be itemized and budgeted by the Hyde County Board of Commissioners on an annual basis. The Airport Manager shall make no expenditures beyond the itemized and budgeted amounts so appropriated without the express approval by an appropriate resolution of the Hyde County Board of Commissioners. Nothing herein shall be interpreted to make it mandatory for the Hyde County Board of Commissioners to appropriate any amount for the said Airport Manager. Subject to the foregoing provisions, the expense of maintaining, equipping and operating the facilities in the charge of said committee shall be the responsibility of Hyde County

Section VII: Procedures for Handling and Dispersing of Funds

All funds coming into the hands of Hyde County for the construction, operation, equipment and maintenance of the airport, restricted landing areas and air navigation facilities shall be kept separately and shall be disbursed by the County Finance Officer upon check requests issued by the Hyde County Manager, no disbursement, however, shall be made which is not authorized and provided for in the budget hereinabove referred to. All check requests issued for payment of money for the purposes aforesaid by the Hyde County.

Section VIII: Powers of the Hyde County Airport Advisory Committee May be Enlarged or Restricted

The powers herein vested in the Hyde County Airport Advisory Committee may be enlarged or restricted and any provision of this ordinance or resolution may be changed or amended by the Hyde County Board of Commissioners.

Adopted on February 7, 2005 by the Hyde County Board of Commissioners.

Amended on November 4, 2013 by the Hyde County Board of Commissioners.

County. Appropriations of funds to serve the requirements of the committee hereby created shall hereafter be itemized and budgeted by the Hyde County Board of Commissioners on an annual basis. The Airport Manager shall make no expenditures beyond the itemized and budgeted amounts so appropriated without the express approval by an appropriate resolution of the Hyde County Board of Commissioners. Nothing herein shall be interpreted to make it mandatory for the Hyde County Board of Commissioners to appropriate any amount for the said Airport Manager. Subject to the foregoing provisions, the expense of maintaining, equipping and operating the facilities in the charge of said committee shall be the responsibility of Hyde County

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Adopted on February 7, 2005 by the Hyde County Board of Commissioners.

Amended on November 4, 2013 by the Hyde County Board of Commissioners.

Amended on June 3, 2019 by the Hyde County Board of Commissioners.

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: June 3, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: No

ITEM TITLE: APPOINTMENT TO THE JURY COMMISSION

SUMMARY: Manager Noble requests the current vacancy on the Hyde County Jury Commission be filled by Ms. Minnie Farrow of Swan Quarter.

RECOMMEND: APPROVE APPOINTMENT

MOTION MADE BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 3, 2019
Presenter: DSS Director Laurie Potter
Attachment: Yes

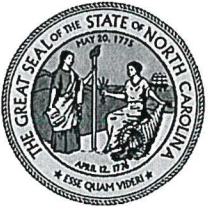
ITEM TITLE: DHHS/DSS Written Agreements

SUMMARY: Session Law 2017-41 requires all counties to enter into an annual agreement with the Department of Health and Human Services for all social services programs excluding medical assistance (Medicaid). The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services programs.

RECOMMEND: Discussion

Motion Made By: <input type="checkbox"/> Earl Pugh, Jr.	Motion Seconded By: <input type="checkbox"/> Earl Pugh, Jr.	Vote: <input type="checkbox"/> Earl Pugh, Jr.
<input checked="" type="checkbox"/> Barry Swindell	<input checked="" type="checkbox"/> Barry Swindell	<input checked="" type="checkbox"/> Barry Swindell
<input checked="" type="checkbox"/> Dick Funnell	<input checked="" type="checkbox"/> Dick Funnell	<input checked="" type="checkbox"/> Dick Funnell
<input type="checkbox"/> Ben Simmons	<input type="checkbox"/> Ben Simmons	<input type="checkbox"/> Ben Simmons
<input type="checkbox"/> Tom Pahl	<input type="checkbox"/> Tom Pahl	<input type="checkbox"/> Tom Pahl

James Topping *James Topping* *James Topping*



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**
Division of Social Services

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations

April 15, 2019

Dear County Manager and County Director of Social Services:

As you know, Session Law 2017-41 requires all counties to enter into an annual written agreement, referred to as a Memorandum of Understanding (MOU), with the Department of Health and Human Services (DHHS) for all social services programs excluding medical assistance (Medicaid). Fiscal Year (FY) 2018-2019 was the first year of these agreements.

This letter provides an overview of the MOU process for FY 2019-2020, outlines the actions that you will need to take, and includes attachments that you will need to review. In November 2018, an amendment was required to the original performance measures. Specifically, system level measures were moved from static numbers to growth measures. Further, the impact of Hurricane Florence on county and state operations delayed the data validation process. Because of these factors, no performance improvement or corrective action was initiated for MOU compliance for FY 2018-2019.

For FY 2019-2020, the performance measures remain the same as the previous MOU. DHHS has been working to create county level reports for these measures that will allow counties to produce reports for their performance on all measures and train counties in running these reports. Currently data for 13 measures can be locally generated and has been validated with DSS agencies. These measures can be found in **Attachment I** of the new MOU and are titled Mandated Performance Requirements. **These are the only measures that will be evaluated as part of the MOU for FY 2019-2020 and subject to performance improvement or corrective action.**

The remaining 13 measures, titled Performance Requirements, are found in Attachment III and **will not be included in any corrective action.** Ongoing monitoring and support activities will continue as they have in prior years for these remaining 13 measures. We will continue to develop reports and validate data for these remaining performance measures. As always, we will work with the NC Association of County Directors of Social Services and counties to assist with the data validation process.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2401

www.ncdhhs.gov • TEL: 919-527-6335 • FAX: 919-334-1018

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Several items are included with this letter for your review and information:

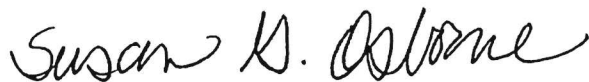
- Fact Sheets for each program area that provide information on the measures
- Your individual county measures for the calendar year 2018
- Memorandum of Understanding for state fiscal year 2019-2020

Please take the steps below and return signed agreements to Susan Osborne (susan.osborne@dhhs.nc.gov) and Gwen Waller (Gwendolyn.Waller@dhhs.nc.gov) no later than June 30, 2019.

1. On page 6 please add the name and contact person to whom information and notices regarding this agreement should be sent.
2. On page 10 submit this document for signature to the person who the county designates as the signature authority. Two spaces for signature have been provided, if the county elects to have the document co-signed by county leadership and the Department of Social Services director.
3. Once we receive your returned, signed copy of the MOU it will be submitted to Secretary Mandy Cohen for signature and a signed copy will be returned for your records. Please note that any signing statement, resolution or other documentation that a County may return to DHHS along with a signed MOU will be deemed separate from the MOU and not incorporated as a part of the MOU. If any documentation is physically affixed to the signed MOU, DHHS may return the MOU to be signed without any affixed documentation. DHHS will review and retain any submissions received from a County and follow up with a County as needed.

Thank you for your ongoing partnership with us in serving North Carolina's citizens with critical services. Please feel free to contact me directly if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Susan G. Osborne". The signature is written in a cursive, flowing style.

Susan G. Osborne
Assistant Secretary for County Operations

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2019-20) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
HYDE COUNTY
A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina
General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Hyde County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2019, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Hyde County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete

administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2019 and ending June 30, 2020.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to comply with the terms of this MOU, the steps set forth in **Attachment II** will govern. For this MOU covering Fiscal Year 2019-2020, the Department will not initiate any actions set forth in **Attachment II** for a county's performance related to the performance requirements set forth in **Attachment III**. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
 - a. I-A: Child Support
 - b. I-B: Energy
 - c. I-C: Work First
 - d. I-D: Food and Nutrition Services
- (4) Attachment II – Corrective Action
- (5) Attachment III – Performance Requirements:
 - a. III-A: Child Welfare – Child Protective Services
 - b. III-B: Foster Care
 - c. III-C: Work First
 - d. III-D: Adult Protective Services
 - e. III-E: Special Assistance
 - f. III-F: Child Care Subsidy

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) “County department of social services” also means the consolidated human services agency, whichever applies;
- (2) “County director of social services” also means the human services director, whichever applies; and
- (3) “County board of social services” also means the consolidated human services board, whichever applies.
- (4) “Child welfare services or program” means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) “Social services programs” or “Social services programs other than medical assistance” means social services and public assistance programs established in Chapter

108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or

organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NC DHHS 2401 Mail Service Center Raleigh, NC 27699-2401	Susan Osborne NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For Hyde County

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Compliance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. For a County Performance Measure identified in Attachment III, the County will work towards achieving performance higher than the County's performance in the previous fiscal year. The County will ultimately work towards achievement of the Standard Measure for all performance requirements set forth in Attachments I and III.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

- d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
 - e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2019 and shall continue in effect until June 30, 2020.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Hyde County

BY: _____
Name

BY: _____
Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ATTACHMENT I

MANDATED PERFORMANCE REQUIREMENTS

I-A: CHILD SUPPORT

I-B: ENERGY

I-C: WORK FIRST

I-D: FOOD AND NUTRITION SERVICES

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

**ATTACHMENT I-A
MANDATED PERFORMANCE REQUIREMENTS:**

Child Support

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	80% of paternities established or acknowledged for children born out of wedlock.	The County will achieve its given annual percentage of paternities established for children born out of wedlock.	Paternity establishment is an essential component in obtaining and enforcing support orders for children. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1	Annual
2	80% of child support cases have a court order establishing support obligations.	The County will achieve its given annual percentage of child support cases that are under an order.	A court order creates a legal obligation for a noncustodial parent to provide financial support to their children. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1	Annual
3	80% of current child support paid.	The County will achieve its given annual percentage of current child support paid.	The current collections rate is an indicator for the regular and timely payment of child support obligations. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1	Annual
4	80% of cases received a payment towards arrears.	The County will achieve its given annual percentage of cases that received a payment towards arrears.	Collection of child support has been shown to reduce child poverty rates and improve child well-being. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1	Annual
5	The county will meet its annual goal of total child support collections.	The County will meet its annual goal of total child support collections.	Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1	Annual

**ATTACHMENT I-B
MANDATED PERFORMANCE REQUIREMENTS:**

Energy Programs

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible. 42 USC §§ 8621-8630 10A NCAC 71V	Monthly
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis. 42 USC §§ 8621-8630 10A NCAC 71V	Monthly

**ATTACHMENT I-C
MANDATED PERFORMANCE REQUIREMENTS:**

Work First

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% Work First applications within 45 days of receipt.	The County will process 95% Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly
2	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly

**ATTACHMENT I-D
MANDATED PERFORMANCE REQUIREMENTS:**

Food and Nutrition Services

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Ensure all expedited FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	The County will process 95% of regular FNS applications within 25 days from the date of application.	Ensure all regular FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption. 7 CFR § 273.14	Monthly
4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Ensure allegations of fraud are addressed promptly. 7 CFR § 273.18	Monthly

ATTACHMENT II

CORRECTIVE ACTION

For this MOU covering Fiscal Year 2019-2020, the Department **will not** initiate any actions set forth in this Attachment related to a County's compliance with the performance requirements set forth in **Attachment III**.

1. Non-Compliance with mandated performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a mandated performance requirement set forth in **Attachment I** for three consecutive months or five months in a 12-month period, or for two consecutive 12-month periods for those requirements that are measured annually, or fails to otherwise comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant mandated performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the mandated performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing a joint corrective action plan or to rescind the notice of non-compliance.

2. Joint Corrective Action Plan

- a. The County DSS and Department shall work together to develop a joint corrective action plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the joint plan.
- b. The joint corrective action plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.

- ii. A detailed strategy with specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
 - iii. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - iv. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy;
 - v. The performance requirements for the County that constitute successful completion of the corrective action plan;
 - vi. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.; and
 - vii. An acknowledgement that failure to successfully complete the corrective action plan shall result in temporary assumption of all or part of the County's administration of its social services programs.
- c. The duration of the joint corrective action plan shall not exceed 12-months. If the County demonstrates it is making progress under the joint corrective action plan, the Department may extend the duration of the plan for one additional period of 6 months.
 - d. The joint corrective action plan shall be signed by the Department and the County DSS Director. A copy of the joint corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

3. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the joint corrective action plan or otherwise fails to comply with the terms of the joint corrective action plan, the Department may exercise its authority under the law to assume all or part of the County's social services programs.
- b. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- c. In certain urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

ATTACHMENT III

PERFORMANCE REQUIREMENTS:

III-A: CHILD WELFARE – CHILD PROTECTIVE SERVICES

III-B: CHILD WELFARE – FOSTER CARE

III-C: WORK FIRST

III-D: ADULT PROTECTIVE SERVICES

III-E: SPECIAL ASSISTANCE

III-F: CHILD CARE SUBSIDY

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

The Performance Requirements contained in this Attachment are not subject to the corrective action process set forth in Attachment II.

**ATTACHMENT III-A
PERFORMANCE REQUIREMENTS:**

Child Welfare – Child Protective Services

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will initiate 95% of all screened-in reports within required time frames	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments</p>	Monthly
2	For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly

**ATTACHMENT III-B
PERFORMANCE REQUIREMENTS:**

Child Welfare - Foster Care

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure the ongoing safety of children and the engagement and well-being of families.</p> <p>Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))</p>	Monthly
2	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly
3	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that children existing foster care are in stable homes so that they do not re-enter foster care.</p> <p>CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly
4	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children who are removed from their homes experience stability while they are in foster care.	

	in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.		<p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly
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**ATTACHMENT III-C
PERFORMANCE REQUIREMENTS:**

Work First

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that all work-eligible individuals are engaged in federally countable work activities. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that the they have completed the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly

**ATTACHMENT III-D
PERFORMANCE REQUIREMENTS:**

Adult Protective Services (APS)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment. NCGS 108A-103	Monthly
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation. NCGS 108A-103	Monthly

**ATTACHMENT III-E
PERFORMANCE REQUIREMENTS:**

Special Assistance (SA)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly

**ATTACHMENT III-F
PERFORMANCE REQUIREMENTS:**

Child Care Subsidy

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	Ensure that families can place their children in quality child care without undue delay. North Carolina Child Care Development Fund State Plan	Monthly



2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT ADULT SERVICES PERFORMANCE MEASURES FACT SHEET

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Adult Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Adult Services performance measures: two Adult Protective Services (APS) measures and two State-County Special Assistance measures. Together, these four measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being of older adults and individuals with disabilities. The goal is to provide services and protections to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves with the goal of helping them return to independent, community living.

BASIS

NC G.S 108A-103 [Article 6](#) requires that an APS evaluation shall be completed within 30 days for allegations of abuse or neglect and within 45 days for allegations of exploitation. [NC Administrative Rule: 10A NCAC 71P .0604](#) requires that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for persons aged 65 and older.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

A Closer Look: Adult Protective Services Performance Measures

1. County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Responding quickly to allegations of adult abuse, neglect or exploitation is essential in order to make a case decision that will allow the necessary services to be provided to protect the adult. While state statute does not specify a percentage, 95% was selected because counties encounter extenuating circumstances that preclude them from completing a timely evaluation. Timely completion of 95% of these reports indicates substantial compliance with the statute.

BASIS

State law requires that the director of social services receiving a report that an adult needs protective services make a prompt and thorough evaluation to determine whether the adult needs protective services and what services are needed. By statute, the evaluation shall be completed within 30 days for allegations of abuse or neglect.

- NC State Statute: [NC G.S 108A-103](#)

2. County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Protecting a disabled adult from being improperly used for another's profit or advantage is critical to ensuring their safety and well-being. The most common form of exploitation is related to financial misuse. Therefore, evaluating reports of exploitation often requires that APS staff have access to records from care providers and financial institutions. This can lengthen the time needed to make a determination on the need for protection. Timely completion of 85% of these reports indicates substantial compliance with the statute.

BASIS

State law requires the director of social services to make a prompt and thorough evaluation of any report of potential adult abuse, neglect or exploitation and determine whether or not an adult needs protective services and what services are needed. The evaluation should be completed within 45 days for allegations of exploitation.

- NC State Statute: [NC G.S 108A-103](#)

A Closer Look: State-County Special Assistance Performance Measures

The NCDHHS-County Memorandum of Agreement includes two State-County Special Assistance Measures. These measures address the timeliness in which the County DSS processes applications for State-County Special Assistance (SA), which pays for room and board for low-income individuals needing care in an assisted living facility. NC Administrative Code (10NCAC 71P.0604) sets the timeliness requirement for processing SA applications.

1. County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Timely receipt of these benefits is essential to ensure proper care and treatment. While state rule does not specify a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the state rule.

BASIS

State administrative rules require that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for persons aged 65 and older.

- NC Administrative Rule: [10A NCAC 71P .0604](#)

2. The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Eligibility for SA also qualifies an individual to receive Medicaid benefits. Timely receipt of these benefits is essential to ensure proper care and treatment. DSS staff are required to verify several factors to determine eligibility related to income and assets.

While the state rule does not speak to a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the Rule.

BASIS

State regulations require that applications be processed and a notice approving or denying the application stating the effective date of the payment be mailed within 60 calendar days from the date the application form is signed for persons aged less than 65.

- NC Administrative Rule: [10A NCAC 71P .0604](#)





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD CARE ASSISTANCE SERVICES PERFORMANCE MEASURES FACT SHEET

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Child Care Assistance Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes one Subsidized Child Care Assistance Program performance measure. This measure ensures that family eligibility determination and processing of applications for Subsidized Child Care Assistance (SCCA) are performed in a timely manner. This attention to timeliness allows families to begin work or educational activities while their children access quality child care programs. If applications are not processed in a timely manner, families can lose an employment opportunity or may not be able to keep their job or remain in school, if redetermination is delayed.

BASIS

The federal [Child Care and Development Fund Block Grant Act of 2014 \(Act\)](#) provides for assistance to low-income families who are working and/or engaged in educational activities to ensure equal access to high-quality child care services. The Code of Federal Regulations (CFR) at 45 CFR Part 98 describes the requirements for implementation of the Act. Plan provisions at § 98.16 describe requirements the Lead Agency (State) must include in its triennial CCDF Plan (Plan). The State is required to describe how it will ensure timely eligibility determination and processing of applications as a required part of the Plan as stated at § 98.16 (h)(7). The State's current, approved Plan specifies 30 days as the required timeline for the processing of both initial and redetermination applications in section 3.1.8.

FEDERAL COMPLIANCE INSTRUMENTS

States are assessed for compliance on a three-year cycle. The Act at Subpart K – Error Rate Reporting at § 98.101 describes the Case Review Methodology used to assess compliance with requirements for administration of the Act. This review process meets the following requirements:

- Improper Payments Information Act of 2002 (IPIA)
- Improper Payments Elimination and Recovery Act of 2010 (IPERA)
- Improper Payments Elimination and Recovery Improvement Act of 2012 (IPERIA)
- Executive Order 13520 – Reducing Improper Payments 2009

A Closer Look: Child Care Assistance Performance Measures

1. The County will process 95% of Child Care Subsidy initial and redetermination applications within 30 calendar days of the application date.

NOTE: Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure that families can place their children in quality child care without an undue delay due to administrative processes so that they can begin or ensure continuity of work or approved educational activities.

BASIS

The current, approved State Plan specifies the 30-day eligibility determination requirement in section 3.1.8.

- North Carolina Child Care Development Fund Plan





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD SUPPORT PERFORMANCE MEASURES FACT SHEET

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Child Support Measures Selected?

The NCDHHS-County Memorandum of Agreement includes five child support performance measures. The aim of the performance measures is to ensure that child support is a reliable, accessible source of income so that custodial families can become self-sufficient. Studies have shown that policies to collect child support not only increase financial resources to families, but their impact on payments increase visitation and contact between the children and their parents.

BASIS

The [Personal Responsibility and Work Opportunity Reconciliation Acts \(PRWORA\)](#) of 1996, Section 454 of the Social Security Act (42 U.S.C. 654), 42 U.S.C. 658a(b)(6), [Public Law 105-200, Section 201](#), and [N.C.G.S. 110-129.1\(a\)\(9\)](#) establish guidelines for performance and an incentive system to provide additional payments to any State based on its performance under the program. The Child Support Performance and Incentive Act of 1998 (CSPIA) ([Public Law 105-200, Section 201](#)) provides the legal basis for the incentive award system. The purpose of Title IV-D incentives is to reward child support programs for good performance results, while holding these programs accountable for poor performance.

Eligibility for and the amount of incentive funding depends on all of the following:

- The total amount of federal funds that are available for a fiscal year.
- The state performance levels in five program service areas (paternity establishment, support establishment, current support payments, payments toward arrearages, and cost effectiveness). The federal Office of Child Support Enforcement (OCSE) distributes a shared pool of federal incentive funds to the states each year. To receive these funds, states must reach a specific level of performance for each of these program service areas.
- The reliability of the state's data as determined by OCSE's annual Data Reliability Audit (DRA). States must prove that their child support collection data in their computer systems is ninety-five percent (95%) reliable and accurate, based on the DRA (pursuant to 45 CFR 305).
- The relative performance levels of other states.

Each federal fiscal year, 85% of the federal incentive funds is shared with the counties, based on their performance in the program service areas mentioned above. The North Carolina Child Support Services (NCCSS) Central Office retains the remaining 15% to enhance centralized child support services.

Federal Regulations 45 CFR 303.52 require state IV-D programs to develop a standard methodology for the disbursement of incentive funds to the county/local agencies that are designated as the administrators of their child support programs.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

A Closer Look: Child Support Performance Measures

In accordance with Federal Regulations at 45 CFR 305.2, the federal Office of Child Support Enforcement (OCSE) determines incentive funding for states by measuring performance levels in these five program areas identified below. County performance measures are established not only to ensure that we meet the performance measures set by the federal government, but that our program is focused on improving the economic self-sufficiency of families with children. Counties falling below the minimum federal performance measure are subject to a corrective action plan.

1. County will achieve its given annual percentage of paternities established for children born out of wedlock.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

Paternity establishment is an essential component in obtaining and enforcing support orders for children. The Paternity Establishment Percentage (PEP) is the percentage of children born out of wedlock for whom paternity has been established or acknowledged.

BASIS

Federal regulations require states to have a 90% minimum PEP rate to earn full incentives and avoid penalties to TANF block grant funding. To ensure continuous improvement, individualized county performance measures are established based on state and federal laws as listed below.

- Federal Code: 42 U.S.C. 652(g)(1)(A)

- Federal Code: 42 U.S.C. 658a(b)(6)(A)
- North Carolina General Statute: 110-129.1(a)(9)

2. County will achieve its given annual percentage of child support cases that are under an order.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

A child support order obligates noncustodial parents to provide financial support for their children and stipulates the amount of the obligation and how it is to be paid. Child support payments enable parents who do not live with their children to fulfill their financial responsibility to them by contributing to the payment of childrearing costs.

BASIS

Monthly performance is calculated for county/local agencies by determining the number of IV-D cases with child support orders as a percentage of their overall caseload. The average of these monthly percentages is reported at the end of the federal fiscal year. To ensure continuous improvement, individualized county performance measures are established based on state and federal laws as listed below.

- Federal Code: 42 U.S.C. 652(g)(1)(A)
- Federal Code: 42 U.S.C. 658a(b)(6)(B)
- North Carolina General Statute: N.C.G.S. 110-129.1(a)(9)

3. County will achieve its given annual percentage of current child support paid.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

The current collection rate is an indicator for the regular and timely payment of child support. Higher rates mean better compliance with the support order and lower accumulation of arrears.

BASIS

"Current support" is the money that is applied to current support obligations and does not include payments toward arrearages. Monthly performance is calculated by determining the amount of current support that is collected as a percentage of the total amount of current support obligations due. The average of these monthly percentages is reported at the end of the federal fiscal year. To ensure continuous improvement, individualized county performance measures are established based on state and federal regulations as listed below.

- Federal Code: 42 U.S.C. 652(g)(1)(A)
- Federal Code: 42 U.S.C. 658a(b)(6)(C)
- North Carolina General Statute: 110-129.1(a)(9)

4. County will achieve its given annual percentage of cases that received a payment towards arrears.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

Child support collections has been shown to reduce the child poverty rate and improve child well-being. Studies also show that receipt of child support has a positive effect on academic achievement and improves young children's cognitive development.

BASIS

To ensure continuous improvement, individualized county performance measures are established based on state and federal regulations as listed below.

- Federal Code: 42 U.S.C. 652(g)(1)(A)
- Federal Code: 42 U.S.C. 658a(b)(6)(D)
- NC General Statute: 110-129.1(a)(9)

5. County will meet its annual goal of total child support collections.

NOTE: For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

RATIONALE

Regular and consistent child support payments support family self-sufficiency. Research shows that the payment of child support leads to increased involvement and influence of noncustodial parents in their children's lives.

BASIS

In North Carolina, this performance measure is tracked by looking at the total amount of child support payments that are collected by the county. To ensure continuous improvement, individualized county performance measures are established. Due to an inability to calculate the cost-effectiveness measure on a state fiscal year, that goal is translated into a total collections goal. Even though the goal does not measure actual cost-effectiveness, Counties should remain mindful of expenditures to ensure that they are staying at or above the \$5.00/\$1.00 ratio. The cost effectiveness standard, which is the basis for the total child support collections goal is based on state and federal regulations as listed below.

- Federal Code: 42 U.S.C. 652(g)(1)(A)
- Federal Code: 42 U.S.C. 658a(b)(6)(C)
- North Carolina Administrative Code: 110-129.1(a)(9)





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD WELFARE PERFORMANCE MEASURES FACT SHEET

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Child Welfare Measures Selected?

The NCDHHS-County Memorandum of Agreement includes six child welfare performance measures. Together, the six measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being for children entering the state's child welfare system.

BASIS

The federal [Child Abuse Prevention and Treatment Act \(CAPTA\)](#) of 1974 and subsequent amendments provide the foundational guidance for government's role in child protection. CAPTA requires states to identify a minimum set of acts or behaviors that define child abuse and neglect and establish timeframes for responding to reports of abuse and neglect. Other federal law, funding and regulations also govern components of child welfare — for example, both [Titles IV-B and IV-E of the Social Security Act \(SSA\)](#). Title IV-B addresses the provision of child welfare services that can be used for prevention of and response to child abuse and neglect. Title IV-E of the Social Security Act (SSA) focuses on providing safe and stable care for children who are in out-of-home care due to child maltreatment until they can achieve placement permanency by being safely returned home, placed permanently with adoptive families, or placed in other planned arrangements. The Code of Federal Regulations (CFR) [Part 45 1357.10](#) further define requirements for child welfare services.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

FEDERAL COMPLIANCE INSTRUMENTS

The federal Children's Bureau assesses states for "substantial conformity" with federal requirements for child welfare services through a periodic Child and Family Services Review (CFSR). Federal guidelines define "substantial conformity" to mean the measure is achieved in 95% of cases reviewed. Two relevant tools are used to evaluate state compliance during the CFSR. They are:

- National Standards for State Performance on Statewide Data Indicators: The Data Indicators are aggregate measures, calculated using available administrative data. These measures look at outcomes for children; for example, whether or not a child is a victim of child abuse or neglect while in foster care, whether or not a child is a repeat victim of abuse or neglect, or whether or not a child is able to achieve a permanent home in 12 months.
- The Onsite Review Instrument (OSRI) includes only a limited sample of case reviews, interviews with children and families engaged in services, and interviews with community stakeholders – such as courts, community agencies, foster families, caseworkers, and service providers. The OSRI looks at **outcomes for children and the type and quality of services children and in child welfare services receive**. The OSRI involves an intensive review of small sampling of family case records and looks not only at whether or not a particular service or action occurred, but whether or not it was performed in a quality manner. Therefore, the OSRI measures are NOT used as a basis for the NCDHHS County Performance Measures, because data for the Performance Measures must be available for all counties and all cases and recipients of services.

A Closer Look: Child Welfare Performance Measures

1. County will initiate 95% of all screened in reports within required timeframes.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure to ensure allegations of child abuse, neglect and dependency are initiated within mandated timeframes. This measure addresses how quickly a "screened in" report of child maltreatment (physical, sexual or psychological abuse, neglect, dependency, or human trafficking) must be followed up on with a full investigation. A "screened in report" means that information gathered in the report of child maltreatment has been determined by a county child welfare intake caseworker and supervisors to meet the legal definition of child maltreatment. That same caseworker and their supervisor will determine the urgency of conducting the investigation depending on the nature and severity of the alleged abuse, neglect, exploitation, or dependency.

BASIS

In North Carolina, the timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, 24 or 72 hours, depending on the severity of the alleged abuse. NC Administrative Rule and the NCDHHS Family Services Manual further define the processes for adhering to the state law.

- NC State Statute: G.S. §7B-302
- NC Administrative Rule: 10A NCAC 70A.0105
- NCDHHS Family Services Manual: Vol 1, Chapter VIII, Section 1408 Investigative and Family Assessments

2. For children who were victims of maltreatment during a 12-month period, no more than 9.1% received a subsequent finding of maltreatment.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm. This measure assesses whether the child welfare agency was successful in preventing subsequent maltreatment of a child if the child was the subject of a substantiated or indicated report of maltreatment.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that the recurrence of substantiated or indicated maltreatment 9.1% or less.

- National Standards for State Performance on Statewide Data Indicators: pages 3,4 and 6

3. The county will ensure that 95% of all foster youth have face to face visit by the social worker each month.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure the ongoing safety of children and the engagement and well-being of families. Caseworkers meet with children and families to monitor children's safety and well-being; assess the ongoing service needs of children, families and foster parents; engage biological and foster parents in developing case plans; assess permanency options for the child; monitor family progress toward established goals; and ensure that children and parents are receiving necessary services.

BASIS

The Child and Family Services Improvement Act of 2006 amended Part B of Title IV of the Social Security Act to require that, "at a minimum ... children are visited on a monthly basis and that the caseworker visits are well-planned and focused on issues pertinent to case planning and service delivery to ensure the safety, permanency, and well-being of the children."

- Child and Family Services Improvement Act of 2006 Section 7 – Monthly Caseworker Standard; revises Section 422(b) of the Social Security Act (42 U.S.C. 622(b))

4. The county will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their homes. Permanency includes discharges from foster care to reunification with a child's parents or primary caregivers, living with a relative, guardianship, or adoption.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that at least 40.5% of all children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.

- National Standards for State Performance on Statewide Data Indicators: pages 4 and 6

- 5. The county will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge.**

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure that children exiting foster care either through reunification, guardianship, or adoption are in stable homes so that they do not re-enter foster care. The measure assesses whether the agency's programs and practice are effective in supporting reunification and other permanency goals so that children do not return to foster care.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that no more than 8.3% of all children who enter into and are discharged from foster care within a 12-month period re-enter foster care within 12 months of their discharge.

- National Standards for State Performance on Statewide Data Indicators: pages 5 and 6

- 6. The county will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1,000 days of foster care will not exceed 4.1%.**

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

Research shows that children who experience fewer placement changes are more likely to experience fewer school changes, less trauma and distress, and less mental health and behavioral problems. Research also suggests that fewer placements therefore contribute to better academic achievement and lasting positive relationships with an adult. This measure assesses whether the agency ensures that children whom the agency removes from their homes experience stability while they are in foster care.

BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that of all children who enter foster care in a 12-month period, the average rate of placement moves per 1,000 days of foster care does not exceed 4.1%.

- National Standards for State Performance on Statewide Data Indicators: pages 5 and 6





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT ENERGY PROGRAMS PERFORMANCE MEASURES FACT SHEET

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Energy Programs Measures Selected?

The NCDHHS-County Memorandum of Agreement includes two Energy Performance measures. Energy programs help low-income families, seniors and adults with heating and cooling to protect their health and well-being. These energy programs provide financial assistance so that vulnerable populations in our communities do not have to make difficult choices between heating and cooling their homes or affording other basic necessities such as food, medicine or shelter. Together the two measures address the federal requirements to assist households with the lowest incomes that pay a high proportion of household energy bills.

BASIS

The Federal LIHEAP Statute and Regulations and subsequent amendments provide the foundational guidance for government's role in the administration of the Energy program. The LIHEAP statute was amended in 2005 by Subtitle B of the Energy Policy Act of 2005 (Public Law 109-58) which reauthorized LIHEAP through FY 2007. The LIHEAP statute is codified in the United States Code at: [42 U.S.C. § 8621-8630 \(2008\)](#).

The US HHS regulations for the LIHEAP block grant are found in [45 C.F.R. § 96. Subparts A-F, H](#) of the US HHS block grant regulations also pertain to LIHEAP. The Administration for Children and Families (ACF) conducts compliance reviews. States determined to be in noncompliance face penalties of repayment of misspent funds and/or withholding of federal funds.

A Closer Look: Energy Programs Performance Measures

- 1. The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.**

RATIONALE

The intent of this measure to ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible.

BASIS

Federal Code requires that within one business day after a household applies for crisis benefits, the State will provide assistance that will resolve the energy crisis if a household is eligible to receive benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: 42 U.S.C. § 8621-8630 (2008).
- NC Administrative Code: 10A NCAC 71V

- 2. The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business day for applicants with who have a heat or cooling source.**

RATIONALE

The intent of this measure to ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis.

BASIS

Federal Code requires that within 48 hours after a household applies for crisis benefits, the State will provide some form of assistance that will resolve the energy crisis if such household is eligible to receive such benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: 42 U.S.C. § 8621-8630 (2008).
- NC Administrative Code: 10A NCAC 71V





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT FOOD AND NUTRITION SERVICES PERFORMANCE MEASURES FACT SHEET

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – Session Law 2017-41. The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Food and Nutrition Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes three Food and Nutrition Services (FNS) performance measures. Research shows that FNS Supplemental Nutrition Assistance Program (SNAP) benefits reduce poverty and food insecurity, and that this leads to improved health and economic outcomes over the long-term, especially for those who receive SNAP as children.

BASIS

The Food and Nutrition Act of 2008 (As amended Through P.L.113-79, Effective Feb. 7, 2014) provides the foundational guidance for administration of the FNS program.

FEDERAL COMPLIANCE AND STATE INSTRUMENTS

The USDA is mandated by federal regulations to monitor program administration and operation of Food and Nutrition Services program. Monitoring of the state's compliance is completed through the Management Evaluation process. The Management Evaluation address and assess State agency achievement of program objectives and FNS' strategic performance objectives and priorities.

A Closer Look: Food and Nutrition Services Performance Measures

1. The County will process 95% of regular FNS applications within the required timeframes.

RATIONALE

The intent of this measure to ensure all regular FNS applications are processed within the required timeframe. A food-secure household means that all members of the household receiving FNS benefits have access to healthy and nutritious food to support the health and well-being of the family including children, the elderly and disabled.

BASIS

The State is required to ensure benefits are available to the household no later than thirty (30) calendar days following the date of application. To ensure households are provided with benefits in a timely manner, FNS applications and reapplications must be approved no later than the twenty-fifth (25th) calendar day from the date of the application for regular FNS application and no later than four (4) calendar days for households identified as expedited.

- Federal Regulation: [7 CFR 274.2](#)
- Federal Regulation: [FNS 315 Application Time Frames](#)
- Federal Regulation: [FNS 320 Expedited Service](#)
- Federal Program Policy: [FNS Administrative Letter 1-2015](#)

2. The County will ensure that 95% of FNS recertifications are processed within the required timeframes each month.

RATIONALE

The intent of this measure is to ensure that families that were previously determined eligible have their recertification for benefits processed in a timely manner to ensure uninterrupted access to healthy and nutritious food to support the health and well-being of families that continue to be eligible for FNS benefits.

BASIS

In accordance with federal regulation, the State is required to ensure that households who received a notice of expiration and reapplied, receive either a notice of eligibility or a notice of denial no later than thirty (30) days from the last allotment received.

- Federal Regulation: [7 CFR 273.14 Recertification](#)

3. The County will ensure that 90% of program integrity claims are established within the required timeframe.

RATIONALE

Program integrity ensures that allegations of fraud are addressed promptly.

BASIS

The State must establish a claim within 180 days from the date of discovery. The date of discovery is the date the overpayment amount was determined. The state is required to ensure 90 percent of all claims are established or processed within the 180 days.

- Federal Regulation: [7 CFR 273.18](#)





2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT WORK FIRST PERFORMANCE MEASURES FACT SHEET

Adult
Services

Child Care
Assistance Services

Child Support
Services

Child Welfare
Services

Energy
Programs

Food and
Nutrition Services

Work First
Services

WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

Why Were These Work First Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Work First performance measures. Together, the four measures assist families in reaching their goals of self-sufficiency and reduce the need for public assistance programs through job preparation and work activities. The work participation requirements govern the federal block grant funding and the provisions to provide timely assistance to eligible county residents.

BASIS

[Title IV-A of the Social Security Act \(SSA\)](#) and [The Personal Responsibility and Work Opportunity Reconciliation Act \(PRWORA\)](#) provide the foundational guidance for the government's accountability in assisting needy families with children. Title IV-A addresses the required submission of a State Plan in which the State program defines timelines for the determination of assistance. PRWORA and the subsequent reauthorization, [Deficit Reduction Act of 2005](#) requires states to ensure participants subject to work participation requirements meet specific work participation measures.

FEDERAL COMPLIANCE INSTRUMENT

The Administration for Children and Families (ACF) assesses states for compliance with the federal requirements through the TANF Work Participation Rates, All Family and Two-Parent. Federal regulation defines compliance to mean that 50% of all families and 90% of all two-parent families receiving cash assistance and subject to the work requirements meet the required number of work participation hours. States are required to monitor and document the required work participation hours and submit the data to ACF. [Title IV-A of the SSA](#) requires that eligibility determination must be provided in a reasonable and prompt manner (timely). The [North Carolina TANF State Plan](#) defines reasonable and prompt manner or timeliness for applications as 45 calendar days from the application date. The timeliness for the recertification for a cash assistance is no later than the last day of the current certification period.

The TANF Data Report (ACF-199) is the federal tool used to evaluate state compliance. ACF uses this report to calculate the work participation rates for North Carolina. The state is required to collect relevant data monthly and report it to ACF.

When ACF determines a state to not to have achieved substantial conformity in all the areas assessed, the state must develop and implement a Program Improvement Plan that addresses the areas of nonconformity. Penalties for failing to comply with requirements may include withholding of funds by the federal government that are allocated to counties by North Carolina to cover administrative costs for Work First Program services.

A Closer Look: Work First Services Performance Measures

1. The County will ensure that 50% of all work-eligible individuals complete the required number of hours of federally countable work activities.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure all work-eligible individuals are engaged in federally countable work activities. This measure promotes job preparation and work. Through this program families develop work experience which will enable them to find full-time sustainable employment, exit public assistance programs, and become self-sufficient.

BASIS

This performance measure is one of the Work Participation indicators designed to measure the state's conformity to TANF federal regulation. NC General Statute and NCDHHS TANF State Plan further define the expectations for this program.

- NC General Statute: [NC GS 108A-27.2\(10\)](#)
- NC General Statute: [NC GS 108A-27.6\(1\)](#)
- NC General Statute: [NC GS 108A-27.13\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(b\)](#)
- State Plan: [TANF State Plan FFY 2016 – 2019](#)

2. The County will ensure that 90% of two-parent families with work-eligible individuals have completed the required number of hours of federally countable work activities.

NOTE: This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

RATIONALE

The intent of this measure is to ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. This measure promotes job preparation and work. Through this program families develop work experience which will enable them to find full-time sustainable employment, exit public assistance programs, and become self-sufficient.

BASIS

This performance measure is one of the Work Participation indicators designed to measure the state's conformity to TANF federal regulation. NC General Statute and NCDHHS TANF State Plan further define the expectations for this program.

- NC General Statute: [NC GS 108A-27.2\(10\)](#)
- NC General Statute: [NC GS 108A-27.6\(1\)](#)
- NC General Statute: [NC GS 108A-27.13\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(b\)](#)
- State Plan: [TANF State Plan FFY 2016 – 2019](#)

3. The County will process 90% of Work First applications within 45 days of receipt.**RATIONALE**

The intent of this measure is to ensure that families receive the Work First benefits for which they are eligible in a timely manner. Families that participate in the Work First Program rely on this service for cash assistance, job placement, training and education. Timely processing of applications ensures that applicants can access these services quickly and begin to receive services that lead to self-sufficiency.

BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provides the basis for program policy.

- North Carolina General Statute: [NC GS 108A-31](#)
- State Plan: [TANF State Plan FFY 2016 – 2019](#)

4. The County will process 90% of Work First recertifications no later than the last day of the current certification period.**RATIONALE**

The intent of this measure is to ensure that families who were previously determined eligible for the Work First program continue to receive assistance and benefits without an unnecessary interruption in their benefits and case work services.

BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provides the basis for program policy.

- North Carolina General Statute: [NC GS 108A-31](#)
- State Plan: [TANF State Plan FFY 2016 – 2019](#)



NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA METHODOLOGY

MEASURE TYPE	NO.	MEASURE DESCRIPTION	DENOMINATOR DESCRIPTION	NUMERATOR DESCRIPTION	REPORTING PERIODS	PAGE #s
CHILD SUPPORT SERVICES						
GROWTH	CS 1	The county will achieve its given annual percentage of paternities established for Children born out of wedlock.	Number of children in the caseload as of the end of the preceding fiscal year who were born out-of-wedlock	Number of children in the caseload in the fiscal year who were born out-of-wedlock with paternity established or acknowledged	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
GROWTH	CS 2	The county will achieve its given annual percentage of child support cases that are under an order.	Number of IV-D Cases	Number of IV-D Cases with support orders	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
GROWTH	CS 3	The county will achieve its given annual percentage of current child support paid.	Amount Owed for Current Support IV-D Cases	Amount Collected for current support in IV-D Cases	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
GROWTH	CS 4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Number of IV-D Cases with Arrears Due	Number of IV-D Cases Paying Toward Arrears	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
GROWTH	CS 5	The county will meet its annual goal of total child support collections.	Counties' goal for total collections as determined by the Child Support Services State office	Amount collected as reported using the XPTR report, IV-D Collections Report	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
ENERGY PROGRAMS						
FIXED	EP 1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within one (1) business day for applicants with no heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6
FIXED	EP 2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within two (2) business days of the application date for applicants who have a heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA METHODOLOGY

FOOD AND NUTRITION SERVICES					
FIXED	FNS 1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Total number of expedited applications processed during the reporting period	Number of expedited applications processed timely	7-8 Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.
FIXED	FNS 2	The County will process 95% of regular FNS applications within 25 days from the date of application.	Number of regular applications processed during the reporting period	Number of regular applications processed timely	7-8 Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.
FIXED	FNS 3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Total number of recertifications processed during the reporting period	Total number of recertifications processed timely	7-8 Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.
FIXED	FNS 4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Total number of claims established during the reporting period	Total number of claims established less than or equal to 180 days	7-8 Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.
WORK FIRST SERVICES					
FIXED	WF 3	The County will process 95% Work First applications within 45 days of receipt.	Total number of applications due in the reporting period	Total number of applications processed timely (accounting for weekend and holidays)	9 Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.
FIXED	WF 4	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Total number of recertifications due in the reporting period	Number of recertifications processed by the due date (last day of the current period)	9 Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.

CHILD SUPPORT SERVICES

CALENDAR YEAR 2018

CS 1: The county will achieve its given annual percentage of paternities established for children born out of wedlock.

HYDE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90.00%	YES	97.04%	101.59%	126	128
FEBRUARY 2018	90.00%	YES	98.16%	101.59%	126	128
MARCH 2018	90.00%	YES	99.41%	103.17%	126	130
APRIL 2018	90.00%	YES	100.63%	103.17%	126	130
MAY 2018	90.00%	YES	101.83%	103.97%	126	131
JUNE 2018	90.00%	YES	102.85%	104.76%	126	132
JULY 2018	100.00%	NO	89.22%	93.28%	134	125
AUGUST 2018	100.00%	NO	90.58%	93.28%	134	125
SEPTEMBER 2018	100.00%	NO	91.68%	94.03%	134	126
OCTOBER 2018	100.00%	YES	92.97%	94.78%	134	127
NOVEMBER 2018	100.00%	YES	93.99%	94.78%	134	127
DECEMBER 2018	100.00%	YES	94.96%	94.78%	134	127

CS 2: The county will achieve its given annual percentage of child support cases that are under an order.

HYDE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90.00%	YES	88.18%	92.78%	180	167
FEBRUARY 2018	90.00%	YES	87.91%	91.71%	181	166
MARCH 2018	90.00%	YES	87.77%	92.82%	181	168
APRIL 2018	90.00%	YES	87.88%	91.76%	182	167
MAY 2018	90.00%	YES	87.89%	93.82%	178	167
JUNE 2018	90.00%	YES	88.23%	92.27%	181	167
JULY 2018	90.00%	YES	85.73%	91.26%	183	167
AUGUST 2018	90.00%	YES	85.32%	91.21%	182	166
SEPTEMBER 2018	90.00%	YES	85.26%	90.71%	183	166
OCTOBER 2018	90.00%	NO	84.96%	89.73%	185	166
NOVEMBER 2018	90.00%	YES	84.89%	90.71%	183	166
DECEMBER 2018	90.00%	YES	85.27%	92.70%	178	165

CS 3: The county will achieve its given annual percentage of current child support paid.						
HYDE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	57.78%	NO	67.61%	57.43%	\$196,404	\$112,788
FEBRUARY 2018	57.78%	NO	67.48%	56.78%	\$224,556	\$127,502
MARCH 2018	57.78%	NO	67.63%	56.19%	\$253,760	\$142,579
APRIL 2018	57.78%	NO	67.66%	56.00%	\$282,789	\$158,370
MAY 2018	57.78%	NO	67.82%	55.72%	\$311,928	\$173,801
JUNE 2018	57.78%	NO	67.85%	55.58%	\$341,067	\$189,560
JULY 2018	56.58%	NO	68.69%	53.84%	\$28,839	\$15,528
AUGUST 2018	56.58%	NO	68.76%	53.26%	\$57,678	\$30,718
SEPTEMBER 2018	56.58%	NO	67.83%	54.77%	\$86,308	\$47,269
OCTOBER 2018	56.58%	NO	68.23%	55.52%	\$114,657	\$63,657
NOVEMBER 2018	56.58%	NO	68.17%	55.43%	\$143,055	\$79,299
DECEMBER 2018	56.58%	NO	68.06%	55.60%	\$170,925	\$95,042

CS 4: The county will achieve its given annual percentage of cases that received a payment towards arrears.						
HYDE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	63.08%	YES	59.63%	50.68%	146	74
FEBRUARY 2018	63.08%	YES	60.83%	52.05%	146	76
MARCH 2018	63.08%	NO	63.55%	52.35%	149	78
APRIL 2018	63.08%	NO	64.82%	53.02%	149	79
MAY 2018	63.08%	NO	66.42%	55.33%	150	83
JUNE 2018	63.08%	NO	67.30%	56.00%	150	84
JULY 2018	57.00%	NO	31.95%	18.12%	138	25
AUGUST 2018	57.00%	NO	42.92%	24.46%	139	34
SEPTEMBER 2018	57.00%	NO	46.23%	34.53%	139	48
OCTOBER 2018	57.00%	NO	51.99%	38.41%	138	53
NOVEMBER 2018	57.00%	NO	55.52%	46.10%	141	65
DECEMBER 2018	57.00%	YES	57.51%	51.77%	141	73

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

CS 5: The county will meet its annual goal of total child support collections.

HYDE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	\$268,792	YES	55.25%	61.86%	\$268,792	\$166,285
FEBRUARY 2018	\$268,792	YES	62.90%	68.44%	\$268,792	\$183,949
MARCH 2018	\$268,792	YES	72.76%	76.78%	\$268,792	\$206,375
APRIL 2018	\$268,792	YES	81.30%	84.83%	\$268,792	\$228,006
MAY 2018	\$268,792	YES	90.38%	92.29%	\$268,792	\$248,061
JUNE 2018	\$268,792	NO	98.69%	98.91%	\$268,792	\$265,860
JULY 2018	\$265,860	NO	8.17%	7.32%	\$265,860	\$19,468
AUGUST 2018	\$265,860	NO	16.27%	14.33%	\$265,860	\$38,109
SEPTEMBER 2018	\$265,860	NO	23.86%	22.85%	\$265,860	\$60,759
OCTOBER 2018	\$265,860	NO	32.20%	30.88%	\$265,860	\$82,098
NOVEMBER 2018	\$265,860	NO	40.19%	39.10%	\$265,860	\$109,944
DECEMBER 2018	\$265,860	NO	47.93%	48.67%	\$265,860	\$129,383

ENERGY PROGRAMS

CALENDAR YEAR 2018

EP 1: The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.

HYDE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	No	91%	43%	7	3
FEBRUARY 2018	95%	No	90%	0%	3	0
MARCH 2018	95%	N/A	93%	N/A	N/A	N/A
APRIL 2018	95%	N/A	92%	N/A	N/A	N/A
MAY 2018	95%	No	87%	50%	2	1
JUNE 2018	95%	N/A	87%	N/A	N/A	N/A
JULY 2018	95%	No	89%	50%	2	1
AUGUST 2018	95%	No	93%	0%	2	0
SEPTEMBER 2018	95%	N/A	91%	N/A	N/A	N/A
OCTOBER 2018	95%	No	92%	17%	6	1
NOVEMBER 2018	95%	No	94%	58%	12	7
DECEMBER 2018	95%	No	93%	33%	3	1

EP 2: The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.

HYDE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	No	95%	70%	27	19
FEBRUARY 2018	95%	No	95%	73%	11	8
MARCH 2018	95%	No	95%	0%	1	0
APRIL 2018	95%	Yes	96%	100%	1	1
MAY 2018	95%	Yes	97%	100%	13	13
JUNE 2018	95%	No	96%	0%	2	0
JULY 2018	95%	No	97%	43%	7	3
AUGUST 2018	95%	Yes	97%	100%	9	9
SEPTEMBER 2018	95%	No	98%	91%	11	10
OCTOBER 2018	95%	No	98%	74%	23	17
NOVEMBER 2018	95%	No	97%	71%	21	15
DECEMBER 2018	95%	No	97%	67%	12	8

FOOD AND NUTRITION SERVICES

CALENDAR YEAR 2018

FNS 1: The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.

HYDE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	100%	8	8
FEBRUARY 2018	95%	Yes	97%	100%	8	8
MARCH 2018	95%	Yes	98%	100%	10	10
APRIL 2018	95%	Yes	98%	100%	6	6
MAY 2018	95%	No	97%	88%	8	7
JUNE 2018	95%	Yes	97%	100%	3	3
JULY 2018	95%	Yes	97%	100%	3	3
AUGUST 2018	95%	Yes	98%	100%	7	7
SEPTEMBER 2018	95%	Yes	97%	100%	12	12
OCTOBER 2018	95%	Yes	96%	100%	5	5
NOVEMBER 2018	95%	No	97%	75%	4	3
DECEMBER 2018	95%	No	97%	89%	9	8

FNS 2: The County will process 95% of regular FNS applications within 25 days from the date of application

HYDE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	No	97%	92%	13	12
FEBRUARY 2018	95%	Yes	98%	100%	13	13
MARCH 2018	95%	Yes	98%	100%	15	15
APRIL 2018	95%	Yes	98%	100%	7	7
MAY 2018	95%	Yes	98%	100%	10	10
JUNE 2018	95%	Yes	98%	100%	6	6
JULY 2018	95%	Yes	98%	100%	11	11
AUGUST 2018	95%	Yes	98%	100%	9	9
SEPTEMBER 2018	95%	Yes	96%	100%	9	9
OCTOBER 2018	95%	Yes	96%	100%	5	5
NOVEMBER 2018	95%	Yes	97%	100%	7	7
DECEMBER 2018	95%	Yes	97%	100%	13	13

FNS 3: The County will ensure that 95% of FNS recertifications are processed on time, each month.						
HYDE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	95%	100%	38	38
FEBRUARY 2018	95%	Yes	98%	100%	34	34
MARCH 2018	95%	Yes	98%	100%	46	46
APRIL 2018	95%	Yes	98%	100%	38	38
MAY 2018	95%	Yes	98%	97%	37	36
JUNE 2018	95%	Yes	98%	97%	29	28
JULY 2018	95%	Yes	98%	100%	35	35
AUGUST 2018	95%	Yes	98%	100%	28	28
SEPTEMBER 2018	95%	Yes	96%	97%	37	36
OCTOBER 2018	95%	N/A	88%	N/A	N/A	N/A
NOVEMBER 2018	95%	Yes	97%	100%	29	29
DECEMBER 2018	95%	Yes	97%	100%	31	31

FNS 4: The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.						
HYDE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90%	N/A	92%	N/A	N/A	N/A
FEBRUARY 2018	90%	Yes	95%	100%	7	7
MARCH 2018	90%	Yes	94%	100%	5	5
APRIL 2018	90%	Yes	97%	100%	1	1
MAY 2018	90%	N/A	95%	N/A	N/A	N/A
JUNE 2018	90%	Yes	96%	100%	5	5
JULY 2018	90%	Yes	97%	100%	1	1
AUGUST 2018	90%	Yes	98%	100%	1	1
SEPTEMBER 2018	90%	N/A	97%	N/A	N/A	N/A
OCTOBER 2018	90%	N/A	97%	N/A	N/A	N/A
NOVEMBER 2018	90%	Yes	96%	100%	1	1
DECEMBER 2018	90%	N/A	95%	N/A	N/A	N/A

WORK FIRST SERVICES
CALENDAR YEAR 2018

WF 3: The County will process 95% Work First applications within 45 days of receipt.

HYDE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	N/A	98%	N/A	N/A	N/A
FEBRUARY 2018	95%	Yes	98%	100%	1	1
MARCH 2018	95%	Yes	99%	100%	1	1
APRIL 2018	95%	N/A	99%	N/A	N/A	N/A
MAY 2018	95%	Yes	99%	100%	1	1
JUNE 2018	95%	Yes	98%	100%	1	1
JULY 2018	95%	Yes	99%	100%	3	3
AUGUST 2018	95%	N/A	98%	N/A	N/A	N/A
SEPTEMBER 2018	95%	N/A	98%	N/A	N/A	N/A
OCTOBER 2018	95%	No	96%	0%	1	0
NOVEMBER 2018	95%	N/A	99%	N/A	N/A	N/A
DECEMBER 2018	95%	N/A	98%	N/A	N/A	N/A

WF 4: The County will process 95% Work First recertifications no later than the last day of the current recertification period.

HYDE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	N/A	98%	N/A	N/A	N/A
FEBRUARY 2018	95%	N/A	96%	N/A	N/A	N/A
MARCH 2018	95%	Yes	96%	100%	1	1
APRIL 2018	95%	N/A	99%	N/A	N/A	N/A
MAY 2018	95%	N/A	94%	N/A	N/A	N/A
JUNE 2018	95%	N/A	97%	N/A	N/A	N/A
JULY 2018	95%	N/A	97%	N/A	N/A	N/A
AUGUST 2018	95%	N/A	96%	N/A	N/A	N/A
SEPTEMBER 2018	95%	N/A	96%	N/A	N/A	N/A
OCTOBER 2018	95%	N/A	97%	N/A	N/A	N/A
NOVEMBER 2018	95%	N/A	100%	N/A	N/A	N/A
DECEMBER 2018	95%	N/A	100%	N/A	N/A	N/A